

SECTION 8. DISPOSAL OF MANURE AND CARCASSES. Pork Tech shall have no responsibility or control over the disposal of manure and carcasses from the facility. Operator shall remove and dispose of all manure and dead hogs from the Facility and legally dispose of the same. Operator agrees to indemnify and hold harmless Pork Tech, its employees and clients, from any and all claims, demands, penalties, fines, assessments, costs or judgments (collectively referred to as "Claims") arising out of or related to the storage, removal and disposal of manure or dead animals from the Facilities, including but not limited to Claims of nuisance filed by neighboring landowners, whether such Claims should arise from past, present or future actions or inactions of Operator or employees of Operator.

SECTION 9. DISCLAIMER. Operator, by signing this Agreement, recognizes that there may result loss or damage to animals, loss to profits, impairment of herd health, profitability or productivity of swine herd as the result of conditions or circumstances beyond the control of Pork Tech or Operator. Pork Tech makes no guarantee or warranty, express or implied, as to the profitability, productivity, herd health, or results or any services provided under this Agreement.

SECTION 10. NOTICES. All written notices, requests, demands and other communications required by this Agreement shall be deemed to have been duly given if delivered or mailed, first class, postage prepaid, to Pork Tech at: PORK TECHNOLOGIES, INC., P.O. Box 1770, Ames, IA, 50010 and to Operator at: _____

SECTION 11. MATERIAL BREACH OF AGREEMENT. At any time Pork Tech determines that there has been a material breach of this contract by Operator, Operator will be given 30 days to correct breach. Pork Tech may immediately terminate this agreement without penalty or charge to it if Market Hogs produced by Operator are not meeting hog specifications (exhibit C) .

SECTION 12. AGENCY. Operator agrees that Operator is not agent or employee of Pork Tech nor Pork Tech's clients and waives all claims for recovery from Pork Tech or Pork Tech clients for any loss or damage to any of Operator's property or premises, including but not limited to the Facility, that might be damaged during the term of this Agreement.